

GENERAL INFORMATION CITY OF FRISCO, TEXAS

COMPETITIVE SEALED BID NO. 1205-056 Pest Control Services

DOCUMENTS ARE DUE TO THE OFFICE OF THE DIRECTOR OF ADMINISTRATIVE SERVICES PRIOR TO: JUNE 14, 2012 @2:00PM CST QUESTION DEADLINE JUNE 8, 2012 @4:00PM – EMAIL QUESTIONS TO

PURCHASING@FRISCOTEXAS.GOV NO LATE BIDS WILL BE ACCEPTED

ORIGINAL ON A CD OR FLASHDRIVE AND TWO HARD COPIES REQUIRED

DOCUMENTS MAY BE DELIVERED OR MAILED TO:

CITY OF FRISCO
TOM JOHNSTON, DIRECTOR
OF ADMINISTRATIVE
SERVICES
6101 Frisco Square Blvd.,
FRISCO, TX 75034

FOR ADDITIONAL INFORMATION CONCERNING THIS BID PLEASE CONTACT:

Tom Johnston C.P.M., CPPO Director or Administrative Svcs <u>tjohnston@friscotexas.gov</u> 972 292 5540 Jean Stellatella CPIM, CPPB Buyer <u>jstellatella@friscotexas.gov</u> 972 292 5541



CITY OF FRISCO

COMPETITIVE SEALED BID NUMBER 1205-056 PEST CONTROL SERVICES

BIDDER MUST SUBMIT ORIGINAL BID ON A CD OR FLASHDRIVE PLUS TWO HARD COPIES TO FACILITATE EVALUATION. IF TWO HARD COPIES ARE NOT SUBMITTED WITH THE ORIGINAL CD OR FLASHDRIVE, THE BID MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.

The City of Frisco (the "City") is accepting Competitive Sealed Bids for Pest Conrol Services.

It is the policy of the City to involve small businesses and qualified minority/woman owned businesses to the greatest extent possible in the procurement of goods, equipment, services, and construction projects.

Bid must be received by June 14, 2012 at 2:00 PM CENTRAL STANDARD TIME (CST) BY THE DIRECTOR OF ADMINISTRATIVE SERVICES. NO BID WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL BIDS RECEIVED AFTER THIS DATE AND TIME WILL BE CONSIDERED UNRESPONSIVE. THERE IS A QUESTION DEADLINE OF JUNE 8, 2012 @4:00PM. ALL QUESTIONS SHOULD BE EMAILED TO PURCHASING @FRISCOTEXAS.GOV

Bids will be publicly opened and read at the Frisco City Hall located at 6101 Frisco Square Blvd., Frisco, Texas 75034 on June 14, 2012 at 2:05 PM CST.

Write the competitive sealed bid number name of bid, and the name of your organization on the outer envelope.

Bids are to be submitted in accordance with the attached City specifications and the "General Conditions of Bidding" attached hereto. Each bidder is required to fill in every blank; failure to do so may be used as a basis for rejection of a bid. The City reserves the right to reject any or all bids, to waive formalities, or to proceed otherwise when in the best interest of the City.

SEE ATTACHED SPECIFICATIONS/BID FORM

The successful bidder may be required to execute a written contract.

The City will have the right and option to extend the term of the contract for four (4) additional one (1) year periods upon the same terms and conditions. The City will also have the right and option to terminate the contract upon thirty (30) days written notice.

GENERAL CONDITIONS OF BIDDING

1. INSTRUCTIONS: These instructions apply to all bids/proposals and become a part of the terms and conditions of any bid/proposal submitted and any agreement entered into subsequent thereto, unless exception is taken in writing by bidder when submitting bid.

BIDDING

- 2. FORM: Bidders must submit original on a CD or Flashdrive and two (2) hard copies of the sealed bid/written quote/proposal to the Director of Administrative Services prior to response due date/time. Failure to submit the requested copies may result in the bid being declared unresponsive to specification and may not be further evaluated.
- 3. PRICING: Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. "Discount from list" bids are not acceptable unless specifically requested in the bid.
- 4. QUANTITIES: In the case of estimated requirements contract bid, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this bid regardless of quantity. The successful bidder shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.
- 5. ERROR-QUANTITY: Bids must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
- 6. F.O.B./DAMAGE: Quotations shall be bid F.O.B. delivered to the designated Municipal Facility, Frisco, Texas and shall include all delivery and packaging costs. The City assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.
- 7. DELIVERY PROMISE-PENALTIES: Bids MUST show the number of calendar days required to place the material in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior written notice to the City, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.
- 8. BIDDER SHALL PROVIDE: With this bid response, the bidder shall provide all documentation required. Failure to provide this information may result in rejection of bid.

- 9. ALTERING/WITHDRAWAL OF BIDS: Bids cannot be altered or amended after submission deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations alteration, or erasure made before opening time. No bid may be withdrawn after opening time without first submitting a written reason to the Director of Administrative Services and obtaining the Director of Administrative Services approval.
- 10. PRESENTATION OF BIDS: No oral, telegraphic, telephonic, e-mailed, or facsimile bids will be considered at this time. All bids must be submitted in a sealed envelope.
- 11. CORRESPONDENCE: This bid number must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this Invitation for Bid.
- 12. ADDENDA: Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Frisco Purchasing Division. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Invitation for Bid. Bidders shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the bidder to ensure receipt of all addenda and to include the changes in this bid document.
- 13. LATE BIDS: Bids received by the City after submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of mail, carrier, etc.
- 14. BID OPENINGS: All bids submitted will be read at the City's regularly scheduled bid opening for the designated project. However the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.
 - The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Frisco Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful bidder upon award of the contract and according to state law; all bids received will be available for inspection at that time, unless otherwise provided by law.
- 15. BID TABULATION: Bidders desiring a copy of the bid tabulation may request it by enclosing a self-addressed stamped envelope with bid. BID RESULTS WILL NOT BE GIVEN BY TELEPHONE. You can also download a copy on our website, www.friscotexas.gov. If you have any questions, please contact the City of Frisco, Purchasing Division, at (972) 292-5541.
- 16. PROTESTS: All protests regarding the bid solicitation process must be submitted in writing to the City within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Manager within in five (5) days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

- 17. BID AWARD: The City reserves the right to award a separate contract to separate bidders for each item/group or to award one contract for the entire bid. Unless stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City in compliance with Texas Local Government Code, Section 252.043.
- 18. CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.

PERFORMANCE

- 19. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
 - A. Have adequate financial resources or the ability to obtain such resources as required;
 - B. Be able to comply with the required or proposed delivery schedule;
 - C. Have a satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics; and
 - E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

- 20. ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
- 21. SPECIFICATION-SAMPLES: Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.
- 22. TESTING: An agent so designated, by the City, without expense to the City, may perform testing at the request of the City or any participating entity.
- 23. PACKAGING: Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

- 24. DELIVERY: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".
- 25. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
- 26. PATENT RIGHTS: The Bidder agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

PURCHASE ORDERS AND PAYMENT

- 27. PURCHASE ORDERS: A purchase order(s) shall be generated by the City Director of Administrative Services to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
- 28. BID SECURITY/BOND REQUIREMENTS: If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.
- 29. FUNDING: The City is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis, accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
- 30. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN BID PRICING. Tax exemption certificates will be executed by the City and furnished upon request by the Finance Division.
- 31. PAYMENT TERMS: Payment terms are Net 30 unless otherwise specified by the City in this document. Prompt payment discounts may be used by the City in determining the lowest responsible bidder.
- 32. INVOICES: Invoices must be submitted by the successful bidder in duplicate to the City of Frisco, Finance Division, 6101 Frisco Square Blvd., Frisco, Texas 75034 or emailed to accountspayable@friscotexas.gov.

CONTRACT

- 33. CONTRACT PERIOD/RENEWAL OPTIONS: In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.
- 34. INTERLOCAL AGREEMENT: Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City is a participating member of the Collin County Governmental Purchasing Forum (the "Forum"). As such, the City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Collin County authorizing participation in a cooperative purchasing program. The successful bidder may be asked to provide products/services, based upon bid price, to any other participant in the Forum.
- 35. AUDIT: The City reserves the right to audit the records and performance of successful bidder during the term of the contract and for three (3) years thereafter.
- 36. SUCCESSFUL BIDDER SHALL: Defend, indemnify and save harmless the City and all its officers, Managers and employees and all entities, their officers, Managers and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any Manager, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.
- 37. TERMINATION FOR DEFAULT: The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.
- 38. ACCEPTABILITY: All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Director of Administrative Services who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the City Director of Administrative Services or designated representative.

- 39. REMEDIES: The successful bidder and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
- 40. VENUE: This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Collin County, Texas.
- 41. SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
- 42. NO PROHIBITED INTEREST: The bidder acknowledges and represents they are aware of the laws and City Charter regarding conflicts of interest. The City Charter states in part that "No officer, whether elected or appointed, or any employee, whether full or part time, of the City shall have a substantial financial interest, direct or indirect, in any contract, other than employment contracts, with the City; or have a substantial financial interest, direct or indirect in the sale to the City of any land, materials, supplies or services."
- 42. FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

43. DISCLOSURE OF CERTAIN RELATIONSHIPS

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Frisco not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at www.friscotexas.gov.

By submitting a response to this request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

CITY OF FRISCO CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Frisco shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

- Name the City, its officers, Managers, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
- 2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.
- 3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

<u>Insurance Company Qualification</u>: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

<u>Certificate of insurance</u>: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

Type of Contract	Type and amount of Insurance
Special Events	General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage
	Statutory Workers compensation insurance as required by state law
	(If the contractor serves alcoholic beverages) Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.
	(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars

(If automobile or limousine service is involved

even if volunteers)

Automobile Liability with a minimum of \$1 Million Dollars combined single limit.

Public Works and Construction

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars Statutory Workers compensation insurance as required by state

law

Professional Services

Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.

(If size or scope of project warrant)
Umbrella Coverage or Excess Liability
Coverage of \$2 Million Dollars

ACORD, CERTIFIC	CATE OF LIABI	LITY INS	URANCI	E	11/21/2007
osuces Dy diffusco Insuremo 101 Fibro Square Blvd. Address	+ Company Name 4	ONLY AN	D CONFERS N	UED AS A MATTER : 10 RIGHTS UPON TO ATE DOES NOT AME	OF INFORMATION HE CERTIFICATE IND. EXTEND OR
	Fax #s			AFFORDED BY THE P	NAIC#
SURED	1	INSURERA	AFFORDING CO	/EKAGE	NAICE
	lendor Named	INSURCE O			
Street Address1	Address	PROUNDING:			
City	St Zio	PHSMACS O:			
OVERAGES		HISUNER E:			
THE POLICIES OF INSURANCE LISTED BE: ANY REQUIREMENT, TIPM OR CONDITION MAY PERTAIN, THE INSURANCE APPORDS POLICIES, ADDRESN'TE LIMITS SHOWN M.	ON OF ANY CONTRACT OR OTHER	R DOCUMENT WITH HERSIN IS SUBJEC	OVE FOR THE PO H RESPECT TO W T TO ALL THE TER	LICY PERIOD INDICATED. HICH THIS CERTIFICATE MS, EXCLUSIONS AND CO	MOTWITHSTANDING MAY BE ISSUED OR INDITIONS OF SUCH
PENDENT TYPE OF MILLIANCE	POLICY HAME HE	CONTRACTOR	POUCY PREMIATERS SETTINGS TO SET	LIMI	19
SENSOWAL LINEAR TOY				ENDY DEDURABINGS	s 1,000,000
DOWNERCH CONERS LINEALTY				PARKETER FAMERICA	5
RUDDO JORNANIA DE LA PROPERTIDA DE LA PO				AED ERF (Any ena person) POTEONNE, & ACM INSURTY	5
	1			GENERAL ADDRESS TE	5.2, 084 Asp
GENT AGGREGATE UNIT APPLIES PER	1/2			PRODUCTS -COMPOP AGG	5 1000,000
ANT AUTO	a Tr			COMBRIGHT SPICILS LIMIT (file assisted)	s ::
ALL GWIED AUTOS	City	_		RESERVE BLAUTY (Por powers)	
HOSE MATOS	CV on S	S		BOOLY NAUTY For ecology	5
	20			Per accident	5
GNINGS IMPLITY	", \ <i>\</i>			AUTO DIALY - BA ACCIDENT	5
MYAUTO	P	, <i>4</i> 4	9	OTHER THAN BARES	5
EXCESSAUREFIEL LA LIAB LITY	Ale .	P.B.		SYCH OCCURRENCE	3
DOGUR GLAMEMADE	Ro	Up		AGGREGATE	5
1.01304390	1 70	0			
SETENTION S	- The State of the	5			4
WERRING COMPENSATION AND		90.		WESTATIL DITE	
SIMPLOYERS' LIMITATIVE		730 . a		EL BACKACCIDENT	100,000
ANY PROPRETTEN PARTIE PRESETUTIVE OFF ESSAN EMBER ENCLUDIO?		*9X		ELL DISEASE - EXEMPLOYEE	:100,000
If yet, describe under SPECAN, PROTESTABLEMENT GTHEST		9, 16,		EAL PRESIDE FOUCY LAUT	100,000
	ES (FAZ) LESTIGS ADDRO EN ENCORRENIO	INTERPRENT MODIFIE	DAGS .		101
The City of Frisce, its (officiers, agents re	presentativ	es, and en	nployees as all	Sehen Sehen
insurance.	. I CHARL COVERDING ID	I'm the exce	things of m	or her a services	
Provide a waver of sub	ecosotion aparably	e City for	njunts, int	Judina death, 1	oroperty den
RTIFICATE HOLDER	THE PERSON NAMED OF	SHIPS CLUENTY	414		
The City of Frisco				ID POLICIES DE CANCILLES O	
LI TO FrISCO SQUARE	Rs.ad			R WILL ENDEAVOR TO MAIL ,	
Fasso T	SNO.			I KAMED TO THE LEFT, BUT FA T OF ANY KINS LIPON THE INC	
Frisco, TX 75034		PERMISSING	ES.	- ar our west to the fit	THE REAL PROPERTY OF
		AN THOM DED REPT	RESENTATIVE	1	

Supplemental Information

Texas Government Code Section 2252.002 Non-resident bidders. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In orde 1.		tion, please answer the following the following the state of your principal place of bu	
2.	Name and address of pr majority owner:	incipal place of business, and p	hone number of your company's
3.	Name and address of prultimate parent company		hone number of your company's
owned service names	e policy of the City of Fr businesses to the grea es and construction proje of the minority or wome	test extent possible in the products. To assist us in our record	RTICIPATION s and qualified minority/women-curement of goods, equipment, keeping, please list below the tilizing in this bid, and note the
moneta	ARY INVOIVEMENT: NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

AFFIDAVIT OF NO PROHIBITED INTEREST

(Supplemental Information)

- (I) (WE), the undersigned declare and affirm that no person or officer in (my) (our) firm, business, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter.
- (I) (WE) further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Contractor:
Title of Officers
Title of Officer:
Signature of Contractor:
Date:
ACKNOWLEDGMENT
STATE OF TEXAS *
COUNTY OF COLLIN *
BEFORE ME, the undersigned authority, on this day personally appeared, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed or, for the purposes and consideration therein expressed and in the
capacity therein stated.
GIVEN under my hand and seal of office this the day of2012.
Signature of Notary Public in and for the State of Texas STAMP

SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?
1. Sole Proprietorship YES NO 2. Partnership YES NO 3. Corporation YES NO
If company is a sole proprietorship, list the owner's full legal name:
If company is a partnership, list the partner's full legal name(s):
If company is a corporation, list the full legal name as listed on the corporate charter:
Is this firm a minority, or woman-owned business enterprise?
NO YES
Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency? NO YES
If yes, specify governmental agency:
Date of certification:

	CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entit	FORM CIQ
	This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.	OFFICE USE ONLY Date Received
	By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.	
	A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.	
1	Name of person doing business with local governmental entity.	
2	☐ Check this box if you are filing an update to a previously filed questionnaire.	
	(The law requires that you file an updated completed questionnaire with the appropriate filing at 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is 7th business day after the date the originally filed questionnaire becomes incomplete or inaccur	pending and not later than the
3	Name each employee or contractor of the local governmental entity who makes recomme government officer of the governmental entity with respect to expenditures of money AN business relationship.	

4	Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.		

Adopted 11/02/2005

FORM CIQ

Page 2

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

5	Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.
	This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.
	A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? No
	B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? Yes No
	C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? Yes No
	D. Describe each affiliation or business relationship.

Adopted 11/02/2005

BIDDER REMINDER LIST:
REQUESTED DOCUMENTATION INCLUDED?
ORIGINAL ON A CD OR FLASH DRIVE AND TWO (2) HARD COPIES INCLUDED?
ALL BLANKS COMPLETED ON THIS BID FORM?
COMPLETED COMPANY PROFILE/REFERENCES?
COMPLETED SIGNATURE?

CITY OF FRISCO PEST CONTROL SERVICES SPECIFICATION

GENERAL

The City of Frisco is accepting competitive sealed bids to establish an annual fixed price contract for Pest Control Services for various locations throughout the City as specified in the Building Locations List located on pages 27, 28, and 29 of the specification. This bid will be awarded to the **LOWEST RESPONSIVE**, **RESPONSIBLE BIDDER** meeting specifications. This contract will be awarded to one contractor. This bid will not be split. The Contractor cannot subcontract any of the services. All services must be performed by the Contractor's employees. The award will be for a one (1) year contract with four (4) one year City optional renewals.

ON-SITE VISITS

It is the Contractor's sole responsibility to visit all of the facilities/locations listed on the Building Locations list in order to familiarize themselves with the nature of the services required prior to submitting a bid. Site visits may be arranged through the office of the Facilities Manager, Gerry Burns at 972 292 5112. Sign in is required. Only contractor's who have visited all of the sites prior to submitting a bid will be allowed to submit a bid. Bids received by Contractors who have not met the On-Site Visit requirements will not be accepted. They will be deemed non responsive and returned to the Contractor.

QUESTION DEADLINE

June 8, 2012 @4:00PM CST. Email questions to <u>purchasing@friscotexas.gov</u> All questions will be addressed in an Addendum within 48 hours of the question deadline. The Addendum will be posted on the City's website <u>www.friscotexas.gov/bids and in DEMANDSTAR.com</u>

MINIMUM VENDOR REQUIREMENTS

Prospective vendors shall be required to meet the following minimum requirements:

The vendor shall be licensed by the Texas Structural Pest Control Board (TSPCB) to conduct business as a Pest Control Operator.

Contractor shall comply with all pesticide application requirements as set forth by the City of Frisco, the TSPCB, or the Texas Department of Agriculture (which ever is applicable), the Texas Natural Resource Conservation Commission, the Federal Environmental Protection Agency, and with all manufacturers' instructions provided with chemicals, on labels, and/or in accompanying brochures.

MININUM VENDOR REQUIREMENTS CONTINUED

All equipment used by the Contractor for pesticide application must be approved by the TSPCB or the Texas Department of Agriculture (which ever is applicable) and must comply with all applicable State, Federal, and OSHA regulations.

Technicians performing the services on site must hold at least a Technician's license to include pest control application and termite treatment.

Vendors must submit an information report with their bid that demonstrates a minimum of three (3) years verifiable experience on projects of similar size and type and a minimum of three (3) qualified Client's names, addresses, contact names, and telephone numbers.

Vendor shall maintain a complete treatment log and application record for all properties within this bid. These records shall be made available upon request by the City of Frisco Facilities Division.

Vendors are encouraged to provide/submit the following information with their bids:

Copies of licenses and certifications. If licenses and certifications are not submitted with a bid, vendors will be required to provide copies within five (5) days after the bid opens. If copies of licenses and certifications are not received within five (5) days after the bid opens, the bid will be deemed as non-responsive.

A written report identifying potential harborage site/s of pests or evidence of current infestation/s discovered during the site visit.

Samples of service report forms to be used.

Locations which may require "one time/start up" treatments and the nature of the treatments discovered during the site visit.

All chemicals to be utilized in providing the monthly services. Upon award, successful vendor will be required to provide Material Safety Data Sheets (MSDS) for all chemicals utilized.

Vendor's failure to submit this information with their bid will be required to provide this information within five (5) days after the bid opens. Failure to do so may result in the bid being deemed non-responsive.

Any additional information that prospective vendors feel would be helpful in determining their qualifications or justifying their pricing may also be included in their submittal.

SPECIAL REQUIREMENTS

The response time following notification by the City of Frisco for emergency service requests shall be within two (2) hours. Emergency service requests require a same-day to 24-hour response depending on the time of notification. Notification of receipts of an emergency call and the expected treatment schedule must be coordinated through the Facilities Manager within a 24-hour period.

All facilities are to be treated with EPA registered pesticides. All pesticides used should have little or no odor, where feasible. Pesticides used in the Police Holding Detention Kitchen, Frisco Athletic Center Café area and the Senior Center Kitchen must be suitable for use for food preparation areas. Material Safety Data Sheets must be provided to the Facilities Manager prior to the start of the awarded contract.

The Outdoor Pool Area at the Frisco Athletic Center must be serviced on Friday's between the hours of 5AM and Noon during the Outdoor Pool season of May through August.

STANDARD OF WORKMANSHIP

All work shall be executed in a businesslike manner according to the best practices of the trade. All employees shall present a neat appearance while work is being performed. State and Federal laws are to be adhered to in the application of chemicals/pesticides. Standards and practices utilized must be consistent with Integrated Pest Management Standards as approved by the Texas Structural Pest Control Board.

CITY OF FRISCO COOPERATION

Employees of the City of Frisco shall extend all necessary cooperation to ensure effective pest control results. Conditions conducive to the breeding or harboring of pests shall be reported when found to the Facilities Manager, Gerry Burns at 972 292 5112.

INSURANCE REQUIREMENTS

Proof of insurance is required for this contract. The vendor recommended for award of this contract must be able to furnish a valid insurance certificate to include general liability and workers compensation coverage to the City within five (5) days of the notification of such potential award. Refer to the City of Frisco Insurance Requirements on pages 11, 12, and 13 for coverage details.

CONTRACT REQUIREMENTS

The successful vendor must execute a contract within ten (10) days after receipt of the contract documents. Vendor agrees to submit to the City a corporate resolution, certificate of partnership, partnership agreement or joint venture agreement which identifies the person(s) authorized to execute a contract on behalf of the corporation, partnership or joint venture.

ADDITIONAL SERVICES

Contract provides cost associated with treatment for subterranean termites. Cost must include any/all costs related to an initial survey inspection visit upon locating termites, providing a required diagram and termite disclosure form identifying infestation area, posting notices, and cost per square foot for building interiors and costs per linear foot for building exteriors. Pre-treatments for termites for new construction is not included in the scope of services. Bird and snake control are not included in the bid.

Contract must include a one (1) year guarantee of services from the initial treatment date. Re-infestation follow-up treatments shall be performed at no additional cost to the City of Frisco.

ADDITIONAL SERVICES SCHEDULED ON AN "AS NEEDED BASIS ONLY"

Provide treatment and services to additional city-wide locations on an "as needed basis only". All work must be done as specified in the specification. "As needed basis only" services will be coordinated through the Facilities Manager.

CONTRACT TERMS

The initial terms of the contract shall be for a period of one (1) year commencing on the date of the fully executed contract. The City shall have the right and option to extend the terms of the contract on the same terms and conditions for four (4) additional, one (1) year City optional renewals. The parties further agree that the City may cancel and terminate the contract upon a thirty (30) day written notice to the vendor.

BILLING AND PAYMENT REQUIREMENTS

An itemized bill for services that correspond to the prices shown on the bid form.

No payment will be made in advance for any services.

Receipt must be signed by a City of Frisco employee at each location that is treated.

Preferred method of billing is email to accountspayable@friscotexas.gov. The invoice for inspection should be one invoice with separate line items for each facility.

DEFINITION

Insect: Any common insect pest including but not limited to cockroaches, silverfish, spiders, centipedes, earwigs, all ants and carpenter ants.

Seasonal insects: Flies, crickets, mosquitoes, fleas, gnats, carpenter ants.

Rodents: Rats, mice – includes removal.

Control: Measures taken to eliminate existing pest populations and prevent further reinfestation.

Inspection: Critical examination of facility to determine extent of services required.

SCOPE OF WORK

The successful bidder will be expected to provide interior and exterior pest control services of insects and rodents to all locations listed on the Building Location List either once per month or every other month on a year round basis. The City reserves the right to add, change, or delete pest control services to the scope of work during the term of the contract. Pricing will be adjusted accordingly.

The vendor will be expected to:

Examine facility for signs of, or potential of, harborage sites of rats, mice and common insect pests including but not limited to cockroaches, silverfish, spiders, centipedes, earwigs and ants. Control these pests where found.

Provide a service report detailing findings, steps taken to control pests and/or chemicals used.

Control seasonal pests such as flies, crickets, mosquitoes and fleas. If the treatment for mosquitoes is needed, the vendor is expected to have the necessary/appropriate equipment for treatment. The City does not intend to purchase or pay for the required treatment equipment.

Coordinate services with the Facilities Manager to respond to specific complaints.

Re-treatments for same location calls shall be performed at no additional cost to the City of Frisco.

GENERAL AREAS OF THE BUILDINGS TO BE TREATED

All common hallways, lobbies, entry areas, offices;

All restroom/locker rooms, showers;

All custodial closets, HVAC closets, supply, and storage areas;

Elevator pits;

Vending machine areas;

All floor drains;

Areas surrounding pool areas (mechanical support/filtration);

Equipment rooms, shop areas, access areas, electrical closets;

Suspension ceiling interiors;

City Hall/Library basement;

Detention Kitchen/Police Holding Facility;

Outdoor Dumpsters; and

Outdoor Generators.

SPECIFIC TIMES

All services are to be performed 8:00 AM to 5:00 PM Monday through Friday except for the Frisco Athletic Center Outdoor Pool area which are to be performed on Friday's from 5AM to Noon during the outdoor pool season, May through August. . Police/Holding services will require the Contractor to be escorted through secured areas within the facility.

OUTSIDE PESTS

Provide exterior pest control services to include perimeter grounds treatments consisting of a ten (10) foot building perimeter treatment for ants, spiders, seasonal pests and bait stations for rodent control. Bait stations are to be monitored on a monthly or on an every other month basis (see Building Listing/Locations on pages 27, 28, and 29 for details). If evidence of rodent infestation is found during an outside inspection at locations that do not have Rodent Bait Stations as per the Building Listing/Locations document on pages 27, 28, and 29, the Facilities Manager should be notified immediately. Outside rodent bait stations shall be quoted on an as needed basis for locations that do not have Rodent Bait Stations as per the Building Listing/Locations document on pages 27, 28, and 29

BUILDING LISTING/LOCATIONS

Facility	Address	Square Feet/Service Frequency
City Hall/Library	6101 Frisco Sq. Blvd.	150,000 - Monthly
Heritage Museum	6455 Page Street	17,000 - Monthly
Heritage Blacksmith Shop	8680 Railroad	500 - Monthly
Heritage Log Cabin	8510 John W Elliott	100 - Monthly
Heritage Lebanon Baptist Church	6321 Page Street	1,904 - Monthly
Heritage Train Depot	6499 Page Street	3,076 - Monthly
Heritage Sickles House	6337 Page Street	1,000 - Monthly
Heritage Muse House	6463 Page Street	1,000 - Monthly
Heritage School House	8554 John W Elliott	500 - Monthly
Environmental Services Bldg	6616 Walnut Street	8,000 - Monthly
Convention & Visitors Bureau	6701 Gaylord Pkwy, Suite 100.	2,000 – Monthly
Central Fire	8601 Gary Burns Dr.	43,000 - Monthly
Safety Town	8601 Gary Burns Dr.	16,000 - Monthly
Fire Fleet Maintenance Facility	8860 Tomlin Dr.	11,161 - Monthly
Fire Station 2	3711 Ohio Dr.	8,326 - Monthly
Fire Station 3	5449 Warren Pkwy.	9,080 - Monthly
Fire Station 4	4485 Cotton Gin Rd.	11,061 - Monthly
Fire Station 5	14300 El Dorado Pkwy.	13,458 - Monthly
Fire Station 6	3535 El Dorado	13,000 – Monthly
Fire Station 7	330 W Stonebrook Pkwy	14,582 - Monthly
Frisco Athletic Center	5828 Nancy Jane Lane	100,000 Monthly – Outdoor Pool Area – Service must be performed between 5AM & Noon during May through August
Municipal Court (FMC)	6859 & 6865 Main St.	58,065 - Monthly
Parks & Recreation Adm. Bldg.	6726 Walnut St.	3,700 - Monthly
Public Works Administration	11300 Research Rd.	Pub Wks 19,668 – Monthly – Pest & Rodent Bait Stations

Public Works Fleet	11300 Research Rd.	15,692 – Monthly – Pest & Rodent Bait Stations
Police /Holding Facility/Detention Kitchen/Radio Equip Bldg	7200 Stonebrook Pkwy	96,000 – Monthly – Pest Control & Rodent Bait Stations
Pump Station Frisco 1 North	6309 Custer Rd.	2,218 – Monthly Pest & Rodent Bait Stations
Pump Station Frisco 1 South	6309 Custer Rd.	1,768 – Monthly – Pest & Rodent Bait Stations
Pump Station Frisco 1 East	6309 Custer Road	3,188 – Monthly – Pest & Rodent Bait Stations
Stewart Creek Reuse Pump Station 1	5100 4 th Army Memorial Road.	1,240 – Monthly – Pest & Rodent Bait Stations
Pump Station Frisco 2	10,500 Huntington Rd.	757 – Monthly – Pest & Rodent Bait Stations
Pump Station Frisco 3	11300 Research Rd.	3,594 – Monthly – Pest & Rodent Bait Stations
Panther Creek Reuse Pump Station	1825 Panther Creek Rd.	1,408 – Monthly – Pest & Rodent Bait Stations
Hillcrest Water Tower	6500 Hillcrest	Monthly – No pest – Rodent Bait Stations Only
Parkwood Water Tower	3966 Parkwood Blvd	Monthly - No pest – Rodent Bait Stations Only
El Dorado Water Tower	12134 El Dorado Road	Monthly - No pest – Rodent Bait Stations Only
El Dorado Radio System Bldg	12134 El Dorado Road	300, Monthly – Pest & Rodent Bait Stations
Timber Ridge Tower	6050 Timber Ridge Dr.	Monthly - No pest – Rodent Bait Stations Only
Teel Water Tower	13772 Teel Pkwy.	Monthly - No pest – Rodent Bait Stations Only
Fairways Lift Station	10555 Smotherman Road	Monthly - No pest – Rodent Bait Stations Only
Greyhawk Lift Station	12590 FM 423	Monthly - No pest – Rodent Bait Stations Only
Lone Star Lift Station	350 Lone Star Drive	Monthly - No pest – Rodent Bait Stations Only
Coit Lift Station	8299 Coit Road	Every Other Month - No pest – Rodent Bait Stations Only
Cypress Creek Lift Station	13382 Lundhurs	Every Other Month – No pest – Rodent Bait Stations Only
Frisco Lakes Lift Station	6423 FM 423	Every Other Month - No pest – Rodent Bait Stations Only
Frisco Lakes #2 Lift Station	1585 Frisco Lakes Dr.	Every Other Month - No pest – Rodent Bait Stations Only
Trails Gold Course Vale	2600 Trails Blvd	Every Other Month - No pest – Rodent Bait Stations Only

Hackberry Meter Vault	7792 Rose Lane	Every Other Month - No pest – Rodent Bait Stations Only
Hills of Kings Wood Lift	2000 Ctarling	Every Other Month - No pest – Rodent Bait
Station	3900 Starling	Stations Only
La Hacienda Lift Station	9100 Hacienda	Every Other Month - No pest – Rodent Bait
	Dr.	Stations Only
Silverton Lift Station	11514 Coral	Every Other Month - No pest – Rodent Bait
Silverion Lift Station	Berry Dr.	Stations Only
Sorano Lift Station	13800 Sorano Dr.	Every Other Month - No pest – Rodent Bait
Sorano Liit Station	13000 Solalio DI.	Stations Only
Trails Lift Station	9585 Planters	Every Other Month - No pest – Rodent Bait
Trails Lift Station	Row	Stations Only
Frisco Senior Center	6670 Moore St.	17,000 - Monthly

CITY OF FRISCO PEST CONTROL SERVICES BID FORM Bid #1205-056

FACILITY	SQUARE FOOTAGE	INITIAL COST	MONTHLY COST	ANNUAL COST
City Hall/Library	150,000			
Heritage Museum	17,000			
Heritage Black Smith Shop	500			
Heritage Log Cabin	100			
Heritage Lebanon Baptist Church	1,904			
Heritage Train Depot	3,076			
Heritage Sickles House	1,000			
Heritage Muse House	1,000			
Heritage School House	500			
Environmental Services Bldg	8,000			
Convention & Visitors Bureau	2,000			
Central Fire	43,000			
Safety Town	16,000			
Fire Fleet Maintenance Facility	11,161			
Fire Station 2	8,326			
Fire Station 3	9,080			
Fire Station 4	11,061			
Fire Station 5	13,458			
Fire Station 6	13,000			
Fire Station 7	14,582			
Frisco Athletic Center	100,000			
Municipal Court (FMC)	58,065			
Parks & Recreation Adm. Bldg	3,700			
Public Works Admin.	19,668			
Public Works Fleet	15,692			

Police /Holding Facility/Detention Kitchen/Radio Equip Bldg	96,000		
Pump Station Frisco 1 North	2,218		
Pump Station Frisco 1 South	1,768		
Pump Station Frisco 1 East	3,188		
Stewart Creek Reuse Pump Station 1	1,240		
Pump Station Frisco 2	757		
Pump Station Frisco 3	3,594		
Panther Creek Reuse Pump Station	1,408		
Hillcrest Water Tower	Rodent Bait		
	Stations Only		
Parkwood Water Tower	Rodent Bait		
	Stations Only		
El Dorado Water Tower	Rodent Bait Stations Only		
El Dorado Radio System Bldg.	300		
Timber Ridge Tower	Rodent Bait Stations Only		
Teel Water Tower	Rodent Bait Stations Only		
Fairways Lift Station	Rodent Bait Stations Only		
Greyhawk Lift Station	Rodent Bait Stations Only		
Lone Star Lift Station	Rodent Bait Stations Only		
Coit Lift Station	Rodent Bait Stations Only		
Cypress Creek Lift Station	Rodent Bait Stations Only		
Frisco Lakes Lift Station	Rodent Bait Stations Only		
Frisco Lakes #2 Lift	Rodent Bait		
Station	Stations Only		
Trails Gold Course Vale	Rodent Bait Stations Only		

Hackberry Meter Vault	Rodent Bait			
	Stations Only			
Hills of Kings Wood Lift	Rodent Bait			
Station	Stations Only			
La Hacienda Lift Station	Rodent Bait			
	Stations Only			
Silverton Lift Station	Rodent Bait			
	Stations Only			
Trails Lift Station	Rodent Bait			
	Stations Only			
Frisco Senior Center	17,000			
		·	·	
		<u>Grand</u>	<u>Grand</u>	<u>Grand</u>
		<u>Total</u>	<u>Total</u>	<u>Total</u>

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Invitation For Bid.

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service bid on, or to influence any person or persons to bid or not to bid thereon."

Name of Bidder:					
Address of Bidder:					
	Fax:				
E-mail address:					
	(print name) Cash Discount Terms:				
Title:	Federal ID #/SSN #:				
Signature:				_	
Acknowledgement of Addenda: #1	#2	#3	#4	#5	